

AGREEMENT, Made and entered into, this 29th day of August, A. D. 1910, by and between William & Mary Day of Lincoln Nebraska parties of the first part, and The Roth Oil Company of Tulsa Oklahoma party of the second part, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, have granted and conveyed, and by these presents do grant and convey unto the said party of the second part, its successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products, ALL that certain tract of land, situate in Tulsa County, Oklahoma, to-wit:

Containing Eighty acres, more or less, ~~reserving, however, therefrom~~ feet around the buildings on which no well shall be drilled ~~by the party of the first part except by mutual consent~~. It is agreed that this grant shall remain in force for the term of 2 years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the party of the second part, its successors or assigns. IN CONSIDERATION OF THE PREMISES The said party of the second part covenants and agrees: 1st—To deliver to the credit of the first parties their heirs or assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal 1/8 part of all oil produced and saved from these premises; and 2nd—To pay 150.00 Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter, while the gas from said well is so used. Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises. And further, to complete a well on said premises within four months from the date hereof, or pay at the rate of Twenty Dollars per month in advance quarterly in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this grant. Such payments may be made direct to Mary P Day or deposited to credit in

1118 Wood St., Lincoln Nebraska
Above mentioned gas royalties \$150.00 per annum per well to be paid within sixty days after completion of well. Meaning gas well making more than one million feet per twenty four hours

IT IS AGREED That the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery and at any time to remove all machinery and fixtures placed on said premises; and, further, upon the payment of One Dollars, at any time after giving three months' notice by the party of the second part, its successors or assigns, to the parties of the first part, their heirs or assigns, said party of the second part, its successors or assigns, shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of it; terms shall cease and determine, and this grant become absolutely null and void.

WITNESS the following signatures and seals:

WITNESS:

J. H. Mc Morrow
Peare A. Ricketts

Mary P Day [Seal]
Mary P Day [Seal]
Roth Oil Company [Seal]
By C. E. Roth [Seal]
Pres. & Treasurer

ACKNOWLEDGMENT.

State of Oklahoma, Tulsa County, ss.
Before me, a Notary Public in and for said County and State, on this 29th day of August, 1910, personally appeared M. P. Day and Mary P. Day to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such _____ on the day last above mentioned.

My commission expires June 11 - 1913

ASSIGNMENT OF GRANT.

KNOW ALL MEN BY THESE PRESENTS, That _____ Dollars, the receipt of which is hereby acknowledged, has this day transferred, conveyed and sold unto _____ my _____ in the foregoing grant.

ACKNOWLEDGMENT OF TRANSFER.

State of Oklahoma, _____ County, ss.
Before me, _____, a Notary Public, in and for the County and State aforesaid, on this _____ day of _____, 19____, personally appeared _____ to me known to be the identical person who executed the above and foregoing assignment, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein expressed and set forth.

WITNESS My hand and notarial seal at _____ the day and year last above written

My commission expires _____ Notary Public.

State of Oklahoma, Tulsa County, ss.
This Instrument was filed for Record on the 29 day of Aug, A.D. 1910, at 1 o'clock P. M.
By _____ Deputy. [SEAL] H. E. Walker Clerk.